



WILLIAM T FUJIOKA
Chief Executive Officer

County of Los Angeles CHIEF EXECUTIVE OFFICE

713 KENNETH HAHN HALL OF ADMINISTRATION
LOS ANGELES, CALIFORNIA 90012
(213) 974-1101
<http://ceo.lacounty.gov>

May 6, 2008

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**DEPARTMENT OF PUBLIC WORKS: LOS ANGELES RIVER
PARCELS 273, 276, 391, 392, 393, 1179, 1299, 1389, 1399, 1411, 1416 THROUGH
1427, AND 1435 THROUGH 1439
USE AGREEMENTS BETWEEN THE LOS ANGELES COUNTY
FLOOD CONTROL DISTRICT AND THE CITY OF LOS ANGELES
(SUPERVISORIAL DISTRICT 3)
(3 VOTES)**

SUBJECT

The action is to allow the Los Angeles County Flood Control District to enter into Use Agreements with the City of Los Angeles for the use of portions of Los Angeles River for recreational greenway and pedestrian bridge purposes in the Studio City community of the City of Los Angeles.

**IT IS RECOMMENDED THAT YOUR BOARD ACTING AS THE GOVERNING BODY
OF THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT:**

1. Find this transaction categorically exempt from the provisions of the California Environmental Quality Act.
2. Find that the proposed Use Agreements between the Los Angeles County Flood Control District and the City of Los Angeles will not interfere with any purposes of the Los Angeles County Flood Control District.
3. Instruct the Chair to sign the Use Agreements and authorize delivery to the City of Los Angeles.

Board of Supervisors
GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to allow the Los Angeles County Flood Control District (LACFCD) to enter into Use Agreements (Agreements) with the City of Los Angeles (City) for the use of portions of Los Angeles River, Parcels 273, 276, et al., to construct, operate, and maintain a recreational greenway consisting of landscaping, a pedestrian and bicycle trail (Greenway), and to operate and maintain an existing pedestrian bridge at Laurelgrove Avenue (Pedestrian Bridge). This action will allow for the dual use of flood control right of way without interfering with flood control use.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs that we provide Community Services (Goal No. 6). The improvements will enhance the aesthetics and the recreational opportunities in the area, thereby improving the quality of life for the residents of the County.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

There will be no monetary consideration paid for the Agreements since the use of the LACFCD properties is for recreational purposes. The Los Angeles County Flood Control Act provides for LACFCD property to be used for these purposes as long as the public recreational purposes are compatible with the LACFCD purposes of flood control, water quality, and water conservation.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Parcels 273, 276, et al., are located along Los Angeles River from Whitsett Avenue and extending easterly to Laurel Canyon Boulevard, in the community of Studio City, City of Los Angeles.

The Greenway Agreement is for 30 years and the Pedestrian Bridge Agreement is for as long as the Pedestrian Bridge is operated by the City.

Section 2, paragraph 5 of the Los Angeles County Flood Control Act provides that the "....improvement of existing facilities may involve landscaping and other aesthetic treatment in order that the facility will be compatible with existing or planned development in the area of improvement."

Section 2, paragraph 14, of the Los Angeles County Flood Control Act authorizes the LACFCD "To provide, by agreement with other public agencies...., for the recreational use of the lands, facilities, and works of such district, which shall not interfere or be inconsistent, with the primary use and purpose of such lands, facilities, and works by such district."

The Agreements were reviewed and approved by County Counsel as to form.

ENVIRONMENTAL DOCUMENTATION

This City's projects are categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Section 15301, Subsection (c); Section 15304; Subsections (b), (f), and (h); Section 15311; and Section 15325 of the CEQA guidelines. Also Class 1(x), Subsection (13); Class 4, Subsections (c), (j), (k), and (n); Class 11; and Class 25 of the Environmental Reporting Procedures and Guidelines adopted by your Board on November 17, 1987. These exemptions provide for the installation of a sprinkler system, new landscaping, leases on LACFCD property, backfilling to restore surfaces, creation of bicycle lanes on existing rights of way, construction of minor structures, and the transfer of land to preserve open space. The City is the lead agency for this project and a Notice of Exemption was prepared by the City and filed with the County Clerk on May 27, 1998.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

This action allows for the use and enjoyment of the LACFCD right of way by the public without interfering with the primary mission of the LACFCD.

The Honorable Board of Supervisors
May 6, 2008
Page 4

CONCLUSION

Please return one adopted copy of this letter and two each of the executed original Agreements for the Greenway and the Pedestrian Bridge to Public Works, Mapping & Property Management Division. Retain one original of each for your files.

Respectfully submitted,



WILLIAM T FUJIOKA
Chief Executive Officer

WTF:DDE
PAP:psr

Attachments (2)

c: Auditor-Controller (Accounting Division-Asset Management)
County Counsel
Department of Public Works (Fiscal)

ORIGINAL

AGREEMENT NO. 76547
LOS ANGELES RIVER
PARCEL 273, 276, 391, 392,
393, 1179, 1299, 1389, 1399,
1411, 1416 THROUGH
1427 AND 1435 THROUGH
1439
WHITSETT AVENUE TO
LAUREL CANYON BOULEVARD
R/W MAP NOS. 19RW 16.3
19-RW 16.4, 17RW 17.4, AND
19RW 17.5
THOMAS GUIDE NO. 562 (F5)
THIRD DISTRICT

USE AGREEMENT

This Agreement, entered into on MAY 6 2008, by and between the
LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, a body corporate and politic
(hereinafter referred to as DISTRICT),

and

CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as USER),

W I T N E S S E T H

WHEREAS, the DISTRICT owns a fee title for that portion of the Los Angeles
River located east of Whitsett Avenue and extending easterly to Laurel Canyon
Boulevard, in the community of Studio City, City of Los Angeles, State of California; and

WHEREAS, the USER desires to construct, operate, and maintain a recreational
greenway consisting of landscaping and a pedestrian and bicycle trail, hereinafter
referred to as GREENWAY along the DISTRICT'S fee property within limits as indicated
above, as part of the Los Angeles River Greening (No. 1199B) project; and

WHEREAS, the DISTRICT, while performing the primary function of flood control,
watershed management, and water conservation, is willing to cooperate where feasible
with the USER, in the USER's development of GREENWAY along the south bank of the
Los Angeles River, east of Whitsett Avenue and extending easterly to Laurel Canyon
Boulevard, in the City of Los Angeles, as more particularly as shown on Exhibit A,
attached hereto, and made a part hereof hereunder referred to as PREMISES (as used
herein the term PREMISES does not include or apply to the wall of, or area within, the
flood control channel but shall include the fence located on top of the channel wall); and

WHEREAS, the DISTRICT and the USER desire to enter into this Use Agreement to establish the construction, operation, maintenance, and financial obligations of each party in regard to USER's use of PREMISES for GREENWAY.

NOW, THEREFORE, in consideration of the promises and faithful performance by USER and DISTRICT of mutual covenants herein contained, for the period of time herein set forth, the DISTRICT and USER hereto mutually agree as follows:

SECTION I

USER AGREES:

1. To bear all costs to prepare plans and specifications and to construct the GREENWAY and all appurtenant facilities, and all other costs of any nature whatsoever which are necessary for the USER's use of the PREMISES.
2. To obtain approval of the plans and specification for construction of the GREENWAY in the form of a no-fee permit from DISTRICT's Construction Division, Subdivision and Permits Unit, prior to any construction. USER shall also secure DISTRICT's prior approval as set forth herein, and revise the permit for any changes made to the approved plans and specifications.
3. To bear all costs for the installation, operation, and maintenance of all improvements including but not limited to landscaping and its irrigation system constructed or placed on the PREMISES by USER made pursuant to this Use Agreement.
4. To provide DISTRICT with approved As-Built plans.
5. To be responsible for operating and maintaining the PREMISES and GREENWAY and not permit trash or rubbish to accumulate, nor to commit, suffer, or permit any waste on the PREMISES or to operate the PREMISES in violation of laws or ordinances. USER shall maintain and clean the PREMISES at a level of service not less than provided at adjacent locations in the area.
6. To remove graffiti from the PREMISES and, provided USER has the legal right to do so, any walk, fences, and signs which are adjacent to the PREMISES.
7. If property of DISTRICT is damaged by USER or any person entering the PREMISES with the consent of the USER, either expressed or implied, USER shall replace or repair the damaged property within a reasonable time to the satisfaction of the DISTRICT or compensate the DISTRICT for

the damage within ninety (90) days of billing.

8. All GREENWAY and appurtenant facilities installed by USER will be subject to removal by USER at DISTRICT's request, and cost for removal, and restoration of PREMISES shall be borne by USER.
9. To close all gates providing public access to the PREMISES in the event USER abandons its operation and maintenance of the PREMISES, or when the weather forecast for the next 24-hour period is for 1 inch of rain or more.
10. Without limiting USER's indemnification of the DISTRICT. All parties acknowledge that the USER is self-insured for General Liability and Worker's Compensation. As minimum, USER shall maintain coverage in the amounts equivalent to the following commercial insurance coverage:
 - Coverage for general liability and property damage with a combined single limit liability in the amount of not less than FIVE MILLION DOLLARS (\$5,000,000), per occurrence.
 - Worker's Compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure, and provide legal defense for both the DISTRICT and USER against any loss, claim or damage arising from any injuries or occupation diseases occurring to any worker employed by or any person retained by USER in the course of carrying out the work or services contemplated in this Agreement.
 - In the event USER procures commercial insurance policies for these PREMISES, the County of Los Angeles and Los Angeles County Flood Control District, its governing board, officers, agents, contractors, and employees shall be named as Additional Insured on all policies of liability insurance. In the event such commercial insurance policy is obtained, USER shall furnish DISTRICT a Certificate of Insurance evidencing USER's insurance coverage no later than ten (10) working days after execution of this Agreement, but before USER takes possession of the Premises. Upon renewal of said policy USER shall furnish to DISTRICT a Certificate evidencing USER's continued insurance coverage herein.
 - Alternatively, USER may elect to provide, a Certificate of Self-Insurance. The limits of such self-insurance coverage shall meet or exceed those stated herein.

SECTION II

DISTRICT AGREES:

1. To review plans and specifications for the GREENWAY and appurtenant facilities, and notify USER of its approval.
2. To grant USER permission to use DISTRICT's right of way for purposes stated herein.
3. To inspect the PREMISES for compliance with approved plans and specifications.

SECTION III

IT IS MUTUALLY UNDERSTOOD AND AGREED:

1. USER and DISTRICT shall have no financial obligation to each other under this Use Agreement, except as herein expressly provided.
2. Use of the PREMISES shall be subordinate to the basic flood control, watershed management and water conservation purpose of the area as determined by the DISTRICT's Chief Engineer and shall in no way conflict with this purpose. The DISTRICT reserves the right to terminate this Use Agreement, by giving USER thirty (30) days written notice, should, in its opinion, there develop a substantial incompatibility between the USER's permitted use herein of PREMISES and DISTRICT's current or future use of PREMISES for flood control, watershed management, water conservation, utility, or transportation purposes, arising from any cause whatsoever. It is further understood and agreed that DISTRICT may enter onto the PREMISES and/or temporarily suspend this Use Agreement for flood control, watershed management, and water conservation purposes, without notice to USER, in order to allow the performance by DISTRICT, its officers, agents, invitees, and employees of emergency services work necessary to protect life, property, or the PREMISES from impending fire, fire damage, earthquake damage, flood damage, road damage, or any other condition the DISTRICT determines to be an emergency. In such cases of emergencies, as the DISTRICT will solely determine, the PREMISES could be subject to temporary closure.
3. Indemnification.
 - (a) Except to the extent caused by DISTRICT's negligence, USER agrees to indemnify, defend, and hold harmless DISTRICT, its governing board, officers, employees, engineers, contractors, and agents against any claims, demands, liabilities, damages, costs, and expenses of any

nature whatsoever, arising from or in connection with (1) the use, construction, reconstruction, maintenance, operation, or removal by USER of any improvements constructed or maintained by USER on, above or under the PREMISES (including the use of GREENWAY by third parties).or (2) breach of any of USER's obligations under this Agreement. For purposes of this Section 3, DISTRICT shall mean the Los Angeles County Flood Control District, the County of Los Angeles and their governing boards, officers, agents, and employees, and USER shall mean the City of Los Angeles and its governing boards, officers, agents, and employees.

(b) Except to the extent caused by DISTRICT's negligence, DISTRICT shall not be liable for any loss occurring due to the operation of the PREMISES by USER; for injury, loss, death to any person whomsoever, including third parties, any damage or destruction to the PREMISES, at any time, occasioned by or arising out of, indirectly, solely, or contributory by: (1) any act, activity, or omission of USER or anyone holding under USER; (2) the occupancy or use of the PREMISES or any part thereof, by or under USER; and/or (3) any state or condition of the PREMISES caused by or relating to USER's improvements thereon or any part thereof.

(c) Except to the extent attributable to the concurrent negligence, or misconduct of USER, DISTRICT agrees to indemnify, defend, and hold harmless USER, its governing council, officers, employees, engineers, contractors, and agents against the claims of any third parties for any damage, destruction, personal injury or death, attributable to the negligence or misconduct of the DISTRICT.

(d) Each party agrees to include the other within the protection of any indemnification clause contained in any contract relating to the Premises.

4. USER waives all rights to damages and releases DISTRICT of all liability for any loss, cost or expense USER may sustain as a result of damage to or destruction of USER's improvements on or adjacent to the PREMISES caused by DISTRICT'S flood control, watershed management, or water conservation facilities and operations.
5. DISTRICT, its Board, any authorized officer, engineer, employee, contractor, through its agents or representatives, shall have full right and authority to enter in and upon the PREMISES at any and all reasonable times during the term of this Use Agreement, all without interference or hindrance by USER, its agents, officers, contractors, employees, or representatives for the purpose of inspecting the same and to serve or post any notice required or permitted by law for the protection of any right or interest of the DISTRICT.

6. Except as to fuels, lubricants, and products associated with motorized vehicles and/or equipment and/or gardening or maintenance-related substances, USER shall not cause or allow the presence, use, storage, or disposal of any hazardous substances on or about the PREMISES without the prior written consent of the DISTRICT. In the event of spillage, leakage or escape of any hazardous substance onto the PREMISES, USER shall immediately notify DISTRICT by calling (800) 675-4357. If the spillage, leakage, or escape was caused by USER, USER shall promptly remove any such substance from the PREMISES to the DISTRICT'S satisfaction. In addition to removing any of USER'S HAZARDOUS substances, USER shall be liable for and reimburse DISTRICT for any and all cost and expenses that DISTRICT may incur or suffer. Such responsibility shall include cost or expenses as DISTRICT may incur by reason of Federal, State, local or other authoritative agency's laws and regulations. Notwithstanding the foregoing, USER shall have no responsibility regarding any spill, leak or escape associated with any of DISTRICT'S tenants, licensees or easement holders.
7. USER shall be the lead agency and will provide the necessary environmental clearances and any other permits as required by law.
8. The term of this Use Agreement shall be for thirty (30) years, (Initial Term), subject to the DISTRICT's right to terminate as provided for in paragraph 2 above.
9. USER shall have the right to renew this Use Agreement beyond the Initial Term on a year-to-year basis for a period not to exceed twenty (20) years, provided a written request from the USER is received by the DISTRICT no earlier than twelve (12) months or later than six (6) months prior to the end of the Initial Term and upon written approval of DISTRICT. The DISTRICT shall have the right to cancel this Use Agreement for any reason, after the Initial Term, upon thirty (30) days' written notice to USER.
10. Except as otherwise stated in this Use Agreement, this Use Agreement can only be cancelled by USER as provided herein or terminated by DISTRICT for breach of any term or provision in this Use Agreement, provided, however, that a failure to perform any provision, covenant or condition of this Use Agreement shall not be deemed a breach if cured within thirty (30) days of written notice of breach. The DISTRICT shall notify USER, in writing, identifying the breach, and provide USER thirty (30) days to cure the breach.

(30) days to cure the breach.

11. Notices

All notices herein that are to be given or that may be given by either party shall be in writing and shall be deemed to have been given three business days after deposit in the U.S. Mail addressed as follows:

To DISTRICT:

Mapping and Property Management Division
L.A. County Flood Control District
Department of Public Works
900 South Fremont Avenue, 10th Floor
Alhambra, CA 91803-1331

tel.: (626) 458-7065 or (626) 458-7072; fax (626) 289-3618
for Emergencies, contact (626) 458-HELP (4357)

To USER:

Superintendent
Valley Region Operations
Department of Recreation and Parks
6336 Woodley Avenue
Van Nuys, CA 91406

818) 368-8343 or (818) 756-8060; fax (818) 908-9786

Superintendent
Planning and Development
Department of Recreation and Parks
1700 W. 7th Street, 7th Floor
Los Angeles, CA 90017

(213) 928-9191; fax (213) 928-9180

Office of the City Attorney
Real Property Division
200 No. Main Street, Room 701
Los Angeles, CA 90012

ACKNOWLEDGEMENTS

IN WITNESS WHEREOF, the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, a body corporate and politic, by order of its Board of Supervisors, as caused the Use Agreement to be subscribed by the Chairman of the Board and the seal of the DISTRICT to be affixed hereto and attested by its executive Officer of the Board of Supervisors, and the USER has hereunto subscribed its name, the date and year first above written.

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

USER:
CITY OF LOS ANGELES
a municipal corporation

54

MAY 06 2008

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Approved as to Form:

ROCKARD J. DELGADILLO
City Attorney

By

[Signature]

1/8/08

Date

[Signature]

Deputy City Attorney

1/10/08

Date



DISTRICT:

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, a body corporate and politic

By

[Signature]
CHAIR, BOARD OF SUPERVISORS

ATTEST:

Sachi A. Hamai, Executive Officer
of the Board of Supervisors of the County of Los Angeles

By:

[Signature]
Deputy

Approved as to Form:
RAYMOND G. FORTNER, JR.
County Counsel

By

[Signature]
Deputy

I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Directors

By

[Signature]
Deputy

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On January 6, 1987, the Board of Supervisors for the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies, and authorities for which said Board so acts adopted a resolution pursuant to Section 25103 of the Government Code that authorized the use of facsimile signatures of the Chair of the Board on all papers, documents, or instruments requiring the Chair's signature.

The undersigned hereby certifies that on this 6th day of MAY 2008, the facsimile signature of YVONNE B. BURKE, Chair of the Board of Supervisors of the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, was affixed hereto as the official execution of this document. The undersigned further certifies that on this date a copy of the document was delivered to the Chair of the Board of Supervisors of the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT.

In witness whereof, I have also hereunto set my hand and affixed my official seal the day and year above written.



(LACFCD-SEAL)

SACHI A. HAMAI, Executive Officer
of the Board of Supervisors
of the County of Los Angeles

By [Signature]
Deputy

76547

WH:psr
P6:UA GREENWAY

ACKNOWLEDGMENT FORM

STATE OF CALIFORNIA)

COUNTY OF Los Angeles) ss.

On Jan. 9, 2008, before me, ANGELA YEUNG (insert name here), a Notary

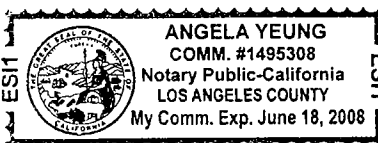
Public personally appeared JON KIRK MUKRI, General Manager

(insert name(s) and title(s))

ay ~~personally known to me (or~~ proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Angela Yeung



(Seal)

NOTARIES: ATTACH ADDITIONAL OR OTHER FORMS, IF REQUIRED

ACKNOWLEDGMENT FORM

(FOR COUNTY USE ONLY)

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On _____, before me, CONNY B. McCORMACK, Registrar-Recorder/County Clerk of the County of Los Angeles, personally appeared _____ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity on behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

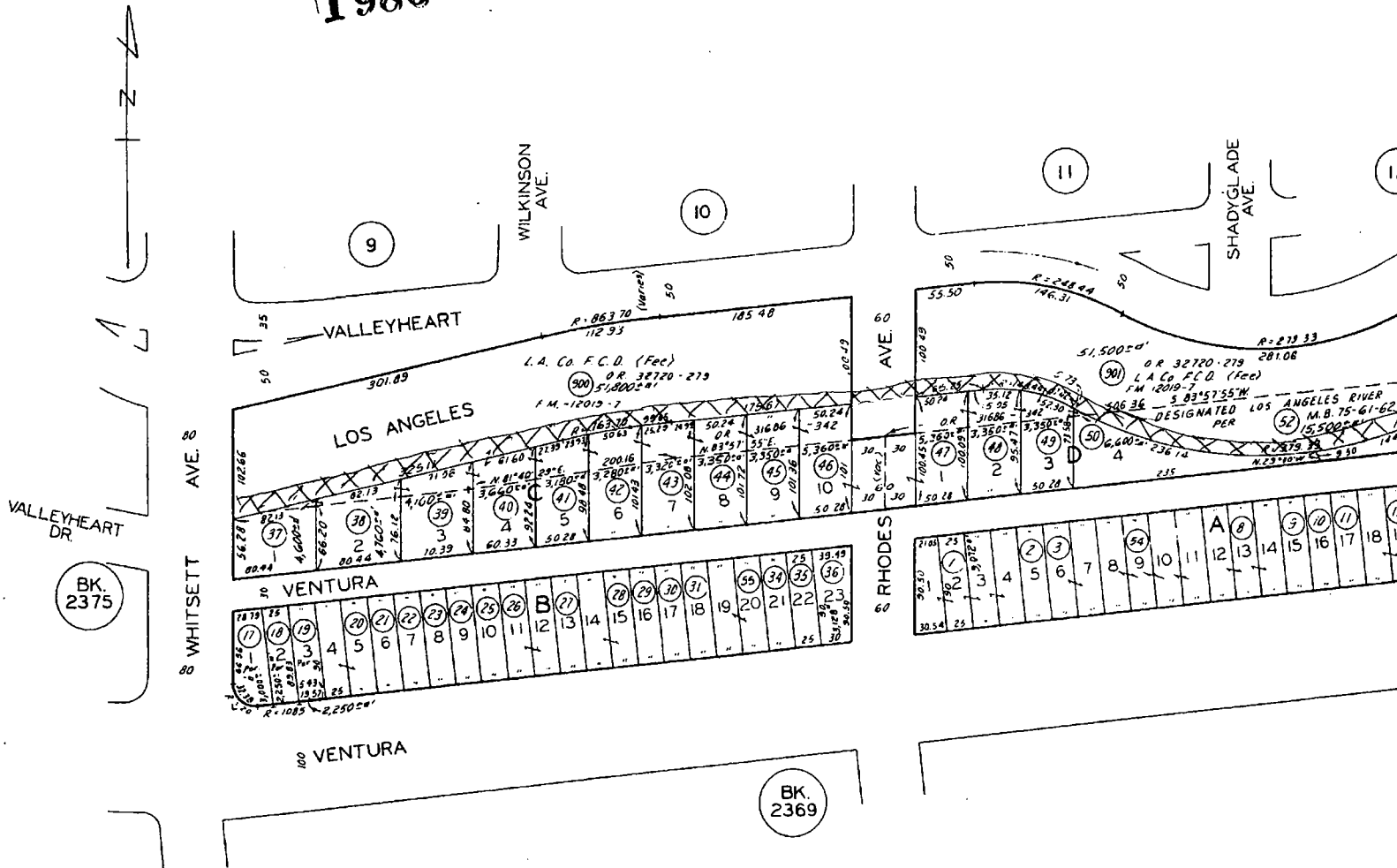
CONNY B. McCORMACK, Registrar-Recorder/
County Clerk of the County of Los Angeles

By _____
Deputy County Clerk

(Seal)

2367 | 18
SCALE 1" = 100'

1986



CODE
13

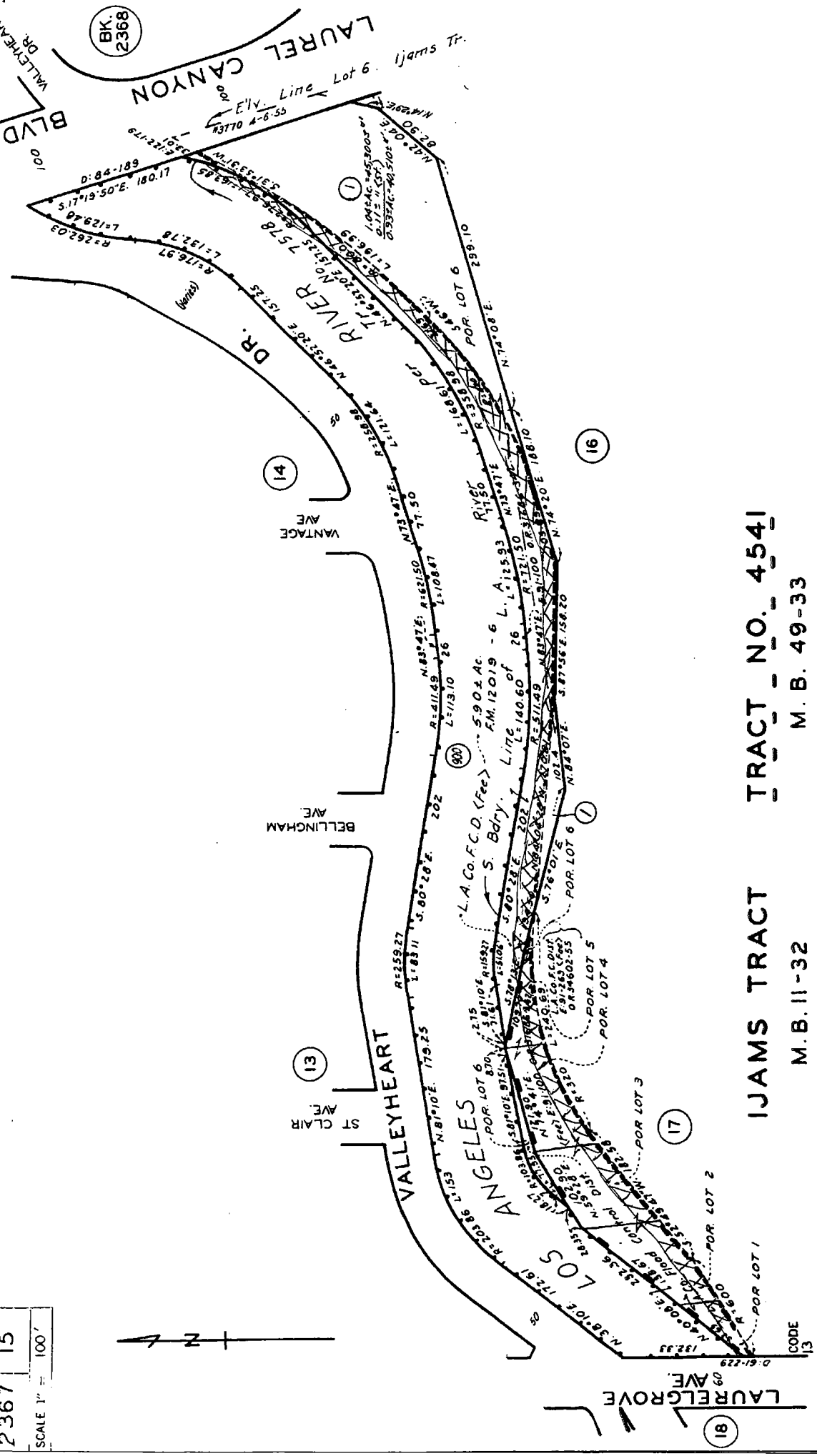
FOR PREV. ASSMT SEE:
2363 - 40 & 41

TRACT NO. 6891

M.B. 75 - 61 - 62

EXHIBIT

2367 15
SCALE 1" = 100'



IJAMS TRACT TRACT NO. 4541
M.B. 11-32 M.B. 49-33

TRACT NO. 7578
M.B. 83-19-21

FOR PREV. ASSMT SEE:
PAGES 37

ASSESSOR'S MAP
COUNTY OF LOS ANGELES, CALIF.

ORIGINAL

AGREEMENT NO. 76546
LOS ANGELES RIVER
PARCEL 1179
EASTERLY OF
LAURELGROVE AVENUE
R/W MAP NOS. 19RW 16.4
THOMAS GUIDE NO. 562 (F5)
THIRD DISTRICT

USE AGREEMENT

This Agreement, entered into on MAY 6, 2008, by and between the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, a body corporate and politic, herein referred to as DISTRICT

and

CITY OF LOS ANGELES, a municipal corporation, herein referred to as USER.

WITNESSETH

WHEREAS, the DISTRICT owns a fee title for that portion of the Los Angeles River located easterly of Laurelgrove Avenue, in the community of Studio City, City of Los Angeles, State of California; and

WHEREAS, pursuant to Permit No. 95100-B, a copy of which is attached as Exhibit A, issued in 1995 by DISTRICT, USER constructed a pedestrian bridge crossing over the Los Angeles River in the vicinity of Laurelgrove Avenue (herein referred to as PEDESTRIAN BRIDGE), as shown on Exhibit B, attached hereto; and

WHEREAS, the USER desires to continue to operate and maintain the PEDESTRIAN BRIDGE; and

WHEREAS, the DISTRICT while performing the primary function of flood control, watershed management, and water conservation is willing to cooperate where feasible with USER, in the continued operation and maintenance of the PEDESTRIAN BRIDGE; and

WHEREAS, the DISTRICT and USER are entering into a Use Agreement for a recreational greenway consisting of landscaping and a pedestrian and bike trail in the vicinity of the PEDESTRIAN BRIDGE.

NOW, THEREFORE, in consideration of the promises and faithful performance by USER and DISTRICT of mutual covenants herein contained, for the period of time herein set forth, the DISTRICT and USER hereto mutually agree as follows:

SECTION I

USER AGREES:

1. To operate and maintain the PEDESTRIAN BRIDGE in accordance with the provisions of Permit No. 95100-B.
2. To bear all costs necessary for the USER's operation and maintenance of the PEDESTRIAN BRIDGE.
3. To not permit trash or rubbish to accumulate, nor to commit, suffer, or permit any waste on the PEDESTRIAN BRIDGE or to operate the PEDESTRIAN BRIDGE in violation of laws or ordinances. USER shall maintain and clean the PEDESTRIAN BRIDGE at a level of service not less than provided at adjacent locations in the area.
4. USER shall remove any graffiti from the PEDESTRIAN BRIDGE any time they discover graffiti or are notified by DISTRICT. It must be removed within the following guidelines:
 1. Remove vulgar graffiti (i.e. profane, obscene, or racist) within 24 hours, Monday through Friday.
 2. Remove other graffiti within 72 hours, Monday through Friday.
5. If property of DISTRICT is damaged by USER or any person entering the PEDESTRIAN BRIDGE with the consent of the USER, either expressed or implied, USER shall replace or repair the damaged property within a reasonable time to the satisfaction of the DISTRICT or compensate the DISTRICT for the damage within ninety (90) days of billing.
6. Without limiting USER's indemnification of the DISTRICT, all parties acknowledge that the USER is self-insured for General Liability and Worker's Compensation. As minimum, USER shall maintain coverage in the amounts equivalent to the following commercial insurance coverage:
 - Coverage for general liability and property damage with a combined single limit liability in the amount of not less than FIVE MILLION DOLLARS (\$5,000,000), per occurrence.
 - Worker's Compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the DISTRICT and USER against any loss, claim or damage arising from any injuries or occupation diseases occurring to any worker employed by or any person retained by USER in the course of carrying out the work or services contemplated in this Agreement.

- In the event USER procures commercial insurance policies for this PEDESTRIAN BRIDGE, the County of Los Angeles and Los Angeles County Flood Control District, its governing board, officers, agents, contractors, and employees shall be named as Additional Insured on all policies of liability insurance. In the event such commercial insurance policy is obtained, USER shall furnish DISTRICT a Certificate of Insurance evidencing USER's insurance coverage no later than ten (10) working days after execution of this Agreement, but before USER takes possession of the PEDESTRIAN BRIDGE. Upon renewal of said policy USER shall furnish to DISTRICT a Certificate evidencing USER's continued insurance coverage herein.
- Alternatively, USER may elect to provide, a Certificate of Self-Insurance. The limits of such self-insurance coverage shall meet or exceed those stated herein.

SECTION II

DISTRICT AGREES:

To grant USER permission to use DISTRICT's right of way for purposes stated herein.

SECTION III

IT IS MUTUALLY UNDERSTOOD AND AGREED:

1. USER and DISTRICT shall have no financial obligation to each other under this Use Agreement, except as herein expressly provided.
2. Use of the PEDESTRIAN BRIDGE shall be subordinate to the basic flood control, watershed management, and water conservation purpose of the area as determined by the DISTRICT's Chief Engineer and shall in no way conflict with this purpose. DISTRICT shall have the right to cancel and terminate this Use Agreement, by giving USER at least 90 days prior written notice, under the following conditions:
 1. DISTRICT proposes to implement a project for flood control purposes, including flood control, watershed management, or water conservation purposes, including, but not limited to modifications to DISTRICT improvements to increase flood protection, improve water quality or achieve environmental restoration; and

2. DISTRICT determines, in good faith, that the PEDESTRIAN BRIDGE will be substantially incompatible with the proposed Project.

It is understood and agreed that DISTRICT may temporarily suspend this Use Agreement for flood control, watershed management, and water conservation purposes, without notice to USER, in order to allow the performance by DISTRICT, its officers, agents, invitees, and employees of emergency services work necessary to protect life, property, or the PEDESTRIAN BRIDGE from impending fire, fire damage, earthquake damage, flood damage, road damage, or any other condition the DISTRICT determines to be an emergency. In such cases of emergencies, as the DISTRICT will solely determine, the PEDESTRIAN BRIDGE could be subject to temporary closure.

3. Indemnification.

(a) Except to the extent caused by DISTRICT's negligence, USER agrees to indemnify, defend, and hold harmless DISTRICT, its governing board, officers, employees, engineers, contractors, and agents against any claims, demands, liabilities, damages, costs, and expenses of any nature whatsoever, arising from or in connection with (1) the use, construction, reconstruction, maintenance, operation, or removal by USER of the PEDESTRIAN BRIDGE or (2) breach of any of USER's obligations under this Agreement. For purposes of this Section 3, DISTRICT shall mean the Los Angeles County Flood Control District, the County of Los Angeles and their governing boards, officers, agents and employees, and USER shall mean the City of Los Angeles and its governing boards, officers, agents, and employees.

(b) Except to the extent caused by DISTRICT's negligence, DISTRICT shall not be liable for any loss occurring due to the operation of the PEDESTRIAN BRIDGE by USER; for injury, loss, death to any person whomsoever, including third parties, any damage or destruction to the PEDESTRIAN BRIDGE, at any time, occasioned by or arising out of, indirectly, solely, or contributory by: (1) any act, activity or omission of USER or anyone holding under USER; (2) the occupancy or use of the PEDESTRIAN BRIDGE or any part thereof, by or under USER; and/or (3) any state or condition of the PEDESTRIAN BRIDGE caused by USER.

(c) Except to the extent attributable to the concurrent negligence, or misconduct of USER, DISTRICT agrees to indemnify, defend and hold harmless USER, its governing council, officers, employees, engineers, contractors, and agents against the claims of any third parties for any damage, destruction, personal injury or death, attributable to the negligence or misconduct of the DISTRICT.

(d) Each party agrees to include the other within the protection of any indemnification clause contained in any contract relating to the PEDESTRIAN BRIDGE.

4. USER waives all rights to damages and releases DISTRICT of all liability for any loss, cost or expense USER may sustain as a result of damage to or destruction of the PEDESTRIAN BRIDGE caused by DISTRICT'S flood control, watershed management, or water conservation facilities and operations.
5. DISTRICT, its Board, any authorized officer, engineer, employee, contractor, through its agents or representatives, shall have full right and authority to enter in and upon the PEDESTRIAN BRIDGE at any and all reasonable times during the term of this Use Agreement, all without interference or hindrance by USER, its agents, officers, contractors, employees, or representatives for the purpose of inspecting the same and to serve or post any notice required or permitted by law for the protection of any right or interest of the DISTRICT.
6. USER shall not cause or allow the presence, use, storage, or disposal of any hazardous substances on or about the PEDESTRIAN BRIDGE without the prior written consent of the DISTRICT. In the event of spillage, leakage, or escape of any hazardous substance onto the PEDESTRIAN BRIDGE, USER shall immediately notify DISTRICT by calling (800) 675-4357. If the spillage, leakage, or escape was caused by USER, USER shall promptly remove any such substance from the PEDESTRIAN BRIDGE to the DISTRICT's satisfaction. In addition to removing any of USER's hazardous substances, USER shall be liable for and reimburse DISTRICT for any and all cost and expenses that DISTRICT may incur or suffer. Such responsibility shall include cost or expenses as DISTRICT may incur by reason of Federal, State, local or other authoritative agency's laws and regulations. Notwithstanding the foregoing, USER shall have no responsibility regarding any spill, leak or escape associated with any of DISTRICT's tenants, licensees, or easement holders.
7. USER shall be the lead agency and will provide the necessary environmental clearances and any other permits as required by law.
8. The term of this Use Agreement shall be for as long as the PEDESTRIAN BRIDGE is operated by USER, subject to DISTRICT's right to terminate provided for in Section III paragraph 2 above.
9. USER may cancel this Use Agreement upon 6 months prior written notice to DISTRICT.

10. Upon termination of this Use Agreement, USER shall cause the removal of the PEDESTRIAN BRIDGE. The cost of the removal, and the repair of any damage caused by such removal, shall be borne by the USER.
11. Except as otherwise stated in this Use Agreement, this Use Agreement can only be cancelled by USER as provided herein or terminated by DISTRICT for breach of any term or provision in this Use Agreement, provided, however, that a failure to perform any provision, covenant or condition of this Use Agreement shall not be deemed a breach if cured within thirty (30) days of written notice of breach. The DISTRICT shall notify USER, in writing, identifying the breach, and provide USER thirty (30) days to cure the breach.
12. Notices.

All notices herein that are to be given or that may be given by either party shall be in writing and shall be deemed to have been given three business days after deposit in the U.S. Mail addressed as follows:

To DISTRICT:

Mapping and Property Management Division
L.A. County Flood Control District
Department of Public Works
900 South Fremont Avenue, 10th Floor
Alhambra, CA 91803-1331
tel.: (626) 458-7065 or (626) 458-7072; fax (626) 289-3618
for Emergencies, contact (626) 458-HELP (4357)

To USER:

Park Maintenance Supervisor or District Supervisor
Department of Recreation and Parks
North Valley District
6336 Woodley Avenue
Van Nuys, CA 91406
tel: (818) 368-8343 or (818) 756-8060; fax (818) 908-9786

Superintendent, Planning and Development
Department of Recreation and Parks
City of Los Angeles
1700 West 7th Street, 7th Floor
Los Angeles, CA 90017
tel: (213) 928-9191; fax (213) 928-9180

Office of the City Attorney
Real Property Division
City of Los Angeles
200 North Main Street, Room 701
Los Angeles, CA 90012
Fax: (213) 978-8090

Bureau of Street Services
City of Los Angeles
1149 So. Broadway, 4th Floor
Los Angeles, CA 90015-2213
[(213) 847-3300; fax (213) 847-3333]

ACKNOWLEDGEMENTS

IN WITNESS WHEREOF, the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, a body corporate and politic, by order of its Board of Supervisors, as caused the Use Agreement to be subscribed by the Chairman of the Board and the seal of the DISTRICT to be affixed hereto and attested by its executive Officer of the Board of Supervisors, and the USER has hereunto subscribed its name, the date and year first above written

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

USER:
CITY OF LOS ANGELES
a municipal corporation

54 MAY 06 2008

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER
Approved as to Form:
ROCKARD J. DELGADILLO
City Attorney

By *[Signature]* 1/8/08
Date

[Signature]
Deputy City Attorney
1/8/08
Date



DISTRICT:

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, a body corporate and politic

By *[Signature]*
CHAIR, BOARD OF SUPERVISORS

ATTEST:

Sachi A. Hamai, Executive Officer
of the Board of Supervisors of the County of Los Angeles

By *[Signature]*
Deputy

Approved as to Form:
RAYMOND G. FORTNER, JR.
County Counsel

By *[Signature]*
Deputy

I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

SACHI A. HAMAI
Executive Office
Clerk of the Board of Directors

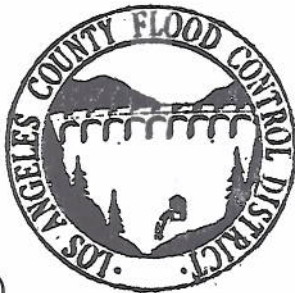
By *[Signature]*
Deputy

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On January 6, 1987, the Board of Supervisors for the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies, and authorities for which said Board so acts adopted a resolution pursuant to Section 25103 of the Government Code that authorized the use of facsimile signatures of the Chair of the Board on all papers, documents, or instruments requiring the Chair's signature.

The undersigned hereby certifies that on this 6th day of MAY 2008, the facsimile signature of YVONNE B. BURKE, Chair of the Board of Supervisors of the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, was affixed hereto as the official execution of this document. The undersigned further certifies that on this date a copy of the document was delivered to the Chair of the Board of Supervisors of the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT.

In witness whereof, I have also hereunto set my hand and affixed my official seal the day and year above written.



(LACFCD-SEAL)

SACHI A. HAMAI, Executive Officer
of the Board of Supervisors
of the County of Los Angeles

By [Signature]
Deputy

76546

WH:psr
P6:UA GREENWAY

ACKNOWLEDGMENT FORM

STATE OF CALIFORNIA)

COUNTY OF Los Angeles)

ss.

On Jan. 9, 2008, before me, ANGELA YEUNG (insert name here), a Notary

Public personally appeared JON KIRK MUKRI, General Manager

(insert name(s) and title(s))

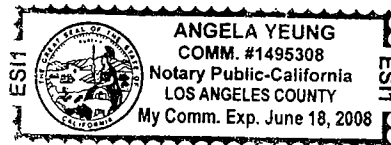
who

any ~~personally known to me~~ (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature

Angela Yeung



(Seal)

NOTARIES: ATTACH ADDITIONAL OR OTHER FORMS, IF REQUIRED

ACKNOWLEDGMENT FORM

(FOR COUNTY USE ONLY)

STATE OF CALIFORNIA)

) ss.

COUNTY OF LOS ANGELES)

On _____, before me, CONNY B. McCORMACK, Registrar-Recorder/County Clerk of the County of Los Angeles, personally appeared _____ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity on behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

CONNY B. McCORMACK, Registrar-Recorder/
County Clerk of the County of Los Angeles

By _____

Deputy County Clerk

(Seal)



LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS
FOR LOS ANGELES COUNTY FLOOD CONTROL DISTRICT
900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331

MAILING ADDRESS
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

PERMIT

FACILITY Los Angeles River
PERMITTEE City of Los Angeles
650 South Spring Street
Los Angeles, CA 90014-1907
FILE NO. 19.032
PERMIT NO. 95100-B
JOB NO. M9518101
TELEPHONE (916) 483-7771

PURPOSE OF PERMIT

to retrofit Laurel Grove Avenue pedestrian bridge by reconstructing a new prestressed concrete bridge, relocating the existing wood bridge for temporary pedestrian access, and making the connections noted in Provision No. 2a, as shown on the submitted plans, District Drawings Nos. 19-F 2463.1 through 2463.29, as modified below.

APPLICATION DATED November 22, 1994 PERMIT ISSUED October 18, 1995 EXPIRES XXX
FEES: PLAN CHECK \$ 50.00, waived
INSPECTION \$ 75.00, waived
ANNUAL \$ None

BY AUTHORITY OF THE BOARD OF SUPERVISORS DATED MARCH 26, 1950
HARRY W. STONE, DIRECTOR OF PUBLIC WORKS

BY Edwin G. Teran 10/23/95
EDWIN G. TERAN, Head, Permit Unit
Mapping & Property Management Division

THIS PERMIT IS SUBJECT TO THE PROVISIONS LISTED ON THE REVERSE SIDE HEREOF EXCEPT AS EXPRESSLY MODIFIED IN THE ADDITIONAL PROVISIONS LISTED BELOW AND AS MARKED WITH AN "X" ON THE ATTACHED SHEETS ENTITLED "GENERAL PROVISIONS" AND "SPECIFIC PROVISIONS".

1. PERMITTEE MUST NOTIFY PERMIT OFFICE NO. 2 (8:00 A.M. TO 4:00 P.M.) AT TELEPHONE (805) 253-7205
AT LEAST 24 HOURS BEFORE STARTING ANY WORK UNDER THIS PERMIT. FAILURE TO SO NOTIFY IS CAUSE FOR REVOCATION OF PERMIT. SHOULD PERMITTEE FAIL TO TAKE ACTION WITHIN 180 DAYS FROM DATE OF ISSUANCE OF THIS PERMIT OR FAIL TO ACTIVELY AND DILIGENTLY EXERCISE THE PRIVILEGES OF THIS PERMIT, THE PERMIT BECOMES NULL AND VOID.
2. PERMITTEE SHALL NOTIFY UNDERGROUND SERVICE ALERT AT 1-800-422-4133 FOR UNDERGROUND LOCATING AT LEAST 2 WORKING DAYS BEFORE COMMENCING AUTHORIZED EXCAVATION.

2a. Stream	Station	Work Description	Remarks
Los Angeles River	746+77±	24-inch reinforced concrete pipe	Connection on north channel wall
Los Angeles River	747+36±	24-inch reinforced concrete pipe	Connection on south channel wall

2b. The connection shall be made in accordance with the United States Army Corps of Engineers' Junction Structure "A", a copy of which is enclosed and made a part hereof.

2c. Permittee shall be responsible for the maintenance and repair of the proposed catch basins and 24-inch reinforced concrete pipes.

(continued)

EXHIBIT A PG. 1 of 2

A COPY OF THIS SHALL BE KEPT AT THE SITE OF THE WORK THROUGHOUT THE PERIOD OF OPERATIONS WITHIN DISTRICT RIGHTS OF WAY AND SHALL BE SHOWN TO ANY DISTRICT REPRESENTATIVE OR ANY LAW ENFORCEMENT OFFICER UPON DEMAND.

EXERCISE OF THIS PERMIT SHALL INDICATE ACCEPTANCE OF AND AGREEMENT TO COMPLY WITH ALL PROVISIONS INCLUDED HEREIN.
VIOLATION OF ANY PROVISION SHALL BE CAUSE FOR IMMEDIATE REVOCATION OF PERMIT.

City of Los Angeles
Permit No. 95100-B
Page 2
October 18, 1995

Provisions (continued)

- 2d. The vertical clearance between the bottom of the proposed concrete bridge and the access road shall be equal or greater than the present height between the bottom of the existing foot bridge and access road.
- 2e. Permittee shall not obstruct any portion of the driveway and ramp which leads to the Los Angeles River access road.
- 2f. Permittee shall be responsible for the maintenance and repair of the proposed prestressed concrete bridge.
- 2g. Permittee shall immediately remove the temporary foot bridge upon completion of the proposed prestressed concrete bridge.
- 2h. Permittee shall be responsible for the repair of any damage or erosion on Los Angeles River right of way caused from the backflow preventer or landscaping.
- 2i. Permittee shall be responsible for maintaining the irrigation and landscaping on Los Angeles River right of way. "LOS ANGELES COUNTY FLOOD CONTROL DISTRICT RESERVES THE RIGHT TO REMOVE ALL IRRIGATION AND VEGETATION EFFECTIVELY UPON ABANDONMENT BY THE CITY OF LOS ANGELES".

CK:jb
wp#201/95100-B

Enc.

cc: Chief of Operation Branch (Enc.)
U.S. Army Engineer District
Los Angeles District, Corps of Engineers
Attention Mr. Lowell Flannery)

bc: Construction (Grindle-P.O. #2)
Flood Maintenance (West Area)
Mapping & Property Management (2) (Permits, Kina)
General Files

EXHIBIT A PG. 2 of 2

EXHIBIT B



LAURELGROVE BRIDGE